

Perovskite PV Accelerator for Commercializing Technology (PACT) Material Transfer Agreement

Among

National Technology & Engineering Solutions of Sandia, LLC (“NTESS”), a Delaware limited liability company, manager and operator of Sandia National Laboratories ("Sandia") under Contractor No. DE-NA0003525 with DOE and having an office for business at 1515 Eubank SE, Albuquerque, NM 87123; and

Alliance for Sustainable Energy, LLC, (“Alliance”), the Manager and Operator of the National Renewable Energy Laboratory (“NREL”) under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy (“DOE”), located at 15013 Denver West Parkway, Golden, CO 80401; and

Triad National Security, LLC, a Delaware limited liability company, having its principal place of business at P.O. Box 1663, Los Alamos, NM 87545, hereinafter referred to as "**Triad**" the Manager and Operator of the Los Alamos National Laboratory (“LANL”) under Prime Contract No. 89233218CNA000001 with the U.S. Department of Energy (the “DOE”); and

CFV Solar Test Laboratory, Inc. (dba “CFV Labs”) a Delaware Corporation whose place of business is located at 5600A University, BLVD SE, Albuquerque, NM 87106.

The parties anticipate the need to exchange MATERIAL (defined below) samples in connection with their work under the Perovskite PV Accelerator for Commercializing Technology program ("PACT"). The Parties are also executing a multi-party nondisclosure agreement related to PACT. (“PACT NDA”).

Therefore, the parties agree to be bound by the terms of this Material Transfer Agreement ("MTA") with an Effective Date as of the date the last Party to sign this MTA.

Definitions:

1. PROVIDER: Party providing the MATERIAL.
2. PROVIDER SCIENTIST: The scientist providing the MATERIAL on behalf of the corresponding PROVIDER.
3. RECIPIENT: Party receiving the MATERIAL.
4. RECIPIENT SCIENTIST: The scientist(s) receiving the MATERIAL on behalf of the corresponding RECIPIENT.

5. MATERIAL: These will include photovoltaic cells, devices, and modules manufactured by the PROVIDER and any other physical objects necessary for mounting, connecting, and installing such cells, devices, and modules to test racks or systems all of which are specified in Appendix A: Implementing Letter.

6. MODIFICATIONS: Changes to MATERIAL made by the RECIPIENT, such as performing destructive characterization of the MATERIAL.

7. TRANSACTION: The exchange of MATERIALS or samples thereof between or among the Parties through the use of an Appendix A, Implementing Letter signed by representatives of the PROVIDER and the RECIPIENT.

Terms and Conditions of this MTA

1. The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained within, or incorporated into MODIFICATIONS, and including those cases in which MATERIAL is further transferred by RECIPIENT to another party under 3(b) below, and the PROVIDER shall remain free, in its sole discretion, to distribute the MATERIAL to others and to use it for its own purposes.

2. The RECIPIENT will obtain written permission from the PROVIDER prior to making MODIFICATIONS to the MATERIAL.

3. The RECIPIENT agrees that the MATERIAL:

(a) is to be used solely for the benefit of the PACT and its research; and

(b) will not be further transferred, except to parties who have signed this MTA and the Appendix A: Implementing Letter for the TRANSACTION, in furtherance of the purposes of the PACT.

4. The RECIPIENT agrees to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision and those listed in section 3(b) above.

5. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this MTA, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for commercial purposes.

6. PROVIDER shall inform RECIPIENT of any known hazardous properties of MATERIAL before sending MATERIAL to the RECIPIENT.

7. Any MATERIAL delivered pursuant to this MTA is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. This MTA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The PACT NDA contains publication requirements.
9. Any data associated with or developed as a result of the MATERIAL or MODIFICATIONS, including but not limited to performance and stability data, will be protected in accordance with the terms and conditions of the PACT NDA.
10. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations. RECIPIENT shall be solely liable for its use of the MATERIAL, including the proper disposal of the MATERIAL.
11. Obligations of RECIPIENT under this MTA will terminate on the earliest of the following dates: (a) on completion of the RECIPIENT's current research with the MATERIAL as it relates to PACT (b) on thirty (30) days written notice by PROVIDER to RECIPIENT or (c) on the end-date specified in Appendix A: Implementing Letter. The RECIPIENT will discontinue its use of the MATERIAL and will, upon written request of the PROVIDER, return or destroy any remaining MATERIAL. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this MTA as they apply to MODIFICATIONS.
12. In the event the PROVIDER terminates this MTA, other than for breach of this MTA, or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon written request from the RECIPIENT, to permit completion of research in progress. Upon the effective date of termination (or a deferred effective date of termination, as the case may be), RECIPIENT will discontinue its use of the MATERIAL and will, return or destroy any remaining MATERIAL. Disposal shall be at PROVIDER's written direction that: (1) the MATERIAL is to be destroyed or properly discarded because it has been rendered unusable or inoperable or (2) the MATERIAL shall be returned according to PROVIDER's written directions for destination and shipping. The RECIPIENT, at its discretion, will also either destroy the MODIFICATIONS or remain bound by the terms of this MTA as they apply to MODIFICATIONS.
13. The MATERIAL will be provided at no cost.
14. RECIPIENT shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from PROVIDER or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government, if such authorization is required. Disclosure to foreign nationals will not take place until all export control requirements have been met. The export of goods and/or technical data from the United States may require some form of

export control license or other authority from the U.S. Government and failure to obtain such export control license may result in criminal liability under U.S. laws.

15. Notices.

The addresses, telephone numbers and facsimile numbers for the parties are as follows (additional parties added to the MTA's contact information for Notices will be on Appendix B):

National Technology & Engineering Solutions of Sandia, LLC

Attn: Joshua S. Stein
Building T33, Room 9
Mail Stop 0951
1515 Eubank SE
Albuquerque, NM 87123-0951
Telephone: +1(505) 845-0936
Email: jsstein@sandia.gov

National Renewable Energy Laboratory

Attn: Jessica Roe
15013 Denver West Parkway
Golden, CO 80401
Telephone: +1(303) 384-7401
Email: Jessica.Roe@nrel.gov

Triad National Security, LLC

Attn: Gian Chaves
P.O. Box 1663
Los Alamos, NM 87545
Telephone: +1 (505) 629 - 5350
Email: gchaves@lanl.gov

CFV Solar Test Laboratory, Inc.

Attn: Jim Crimmins
5600A University, BLVD SE,
Albuquerque, NM 87106
Telephone: +1 (970) 708 - 3904
Email: jim.crimmins@cfvlabs.com

16. The Parties shall not assign this MTA without the written consent of the other parties, except that NTESS, Triad, and Alliance, have the right to assign their rights and obligations set forth in this MTA to DOE or its designee upon termination of NTESS, Triad, or Alliance, contract with DOE to operate Sandia, LANL, and NREL, respectively.

17. This Agreement shall be governed by and construed in accordance with U.S. Law in a court of competent jurisdiction.

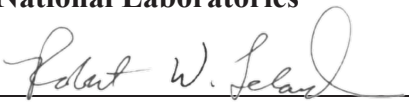
18. This MTA may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument.

19. Additional parties shall agree to abide by the terms of this MTA by executing a copy of the Third Party Material Transfer Agreement which is included as Appendix B to this MTA. NTESS shall accept and acknowledge receipt of such Third Party MTA and shall distribute the version including all parties to the other parties each time a new party is added.

20. Nothing in this MTA shall prohibit or otherwise restrict employees or subcontractors of the parties from lawfully reporting waste, fraud, or abuse related to the performance of a government contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

Each of the Parties has caused this Agreement to be executed as a legally binding contract on the Effective Date.

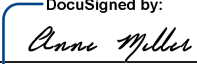
**National Technology & Engineering
Solutions of Sandia, LLC, as Operator of
Sandia National Laboratories**

By: 
Name: Robert Leland
Title: Director, Research & Development Science & Engineer
Date: 2/2/23

**Triad National Security, LLC, as Operator
of Los Alamos National Laboratory**

By: GIAN CHAVES
(Affiliate) Digitally signed by GIAN
CHAVES (Affiliate)
Date: 2023.02.08 07:52:53 -07'00'
Name: Gian Chaves
Title: Procurement Specialist
Date: _____

**Alliance for Sustainable Energy, LLC, as
Operator of the National Renewable Energy
Laboratory**

By: DocuSigned by:

52B278BC96374C3...
Name: Anne Miller
Title: Director, Technology Transfer Office
Date: 2/10/2023

CFV Solar Test Laboratory, Inc.

By: Jim Crimmins, CEO Digitally signed by Jim Crimmins,
CEO
Date: 2023.02.10 12:47:50 -07'00'
Name: Jim Crimmins
Title: CEO
Date: _____

PACT MTA

APPENDIX A: Implementing Letter

The purpose of this letter is to provide a record of the material transfer under the terms and conditions of the Perovskite PV Accelerator for Commercializing Technology (PACT) Material Transfer Agreement to which both the PROVIDER and the RECIPIENT are parties, and to memorialize the agreement between PROVIDER SCIENTIST (identified below) and the RECIPIENT SCIENTIST (identified below) to abide by all terms and conditions of the PACT MTA. The RECIPIENT organization's Authorized Official will sign this letter on behalf of the RECIPIENT organization. The PROVIDER will forward the material to the RECIPIENT upon receipt of the signed copy from the RECIPIENT organization.

Please fill in all of the blank lines below:

1. PROVIDER: Party providing the MATERIAL

Organization: _____

PROVIDER SCIENTIST: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

2. RECIPIENT: Party receiving the MATERIAL

Organization: _____

RECIPIENT SCIENTIST: _____

Title: _____

Address: _____

Phone: _____

E-mail: _____

3. MATERIAL (Enter a complete description):

Common Name: _____

Sample Number: _____

Description: _____

4. Termination date for this letter (optional): _____

5. Transmittal Fee to reimburse the PROVIDER for preparation and distribution costs (optional).

Amount: _____

6. Other Provisions the PROVIDER and RECIPIENT wish to include:

This Implementing Letter is effective when signed by PROVIDER and RECIPIENT parties. The parties executing this Implementing Letter certify that their respective organizations have accepted and signed an unmodified copy of the PACT MTA, and further agree to be bound by its terms, for the transfer specified above.

PROVIDER

Signature _____

Name of Authorized Official _____

Title _____

Contact Address: _____

Date: _____

RECIPIENT

Signature _____

Name of Authorized Official _____

Title _____

Contact Address: _____

Date: _____

**PACT MTA
APPENDIX B:**

THIRD PARTY MATERIAL TRANSFER AGREEMENT

The _____, having an address at _____, hereby agrees to be bound by the terms and conditions of this Perovskite PV Accelerator for Commercializing Technology (PACT) Material Transfer Agreement to which this Appendix B is attached, and shall be deemed to be a part to such agreement for all purposes from and after the latest date set forth below. This Appendix B will be effective as of the date receipt is acknowledged by NTESS.

Contact Name:
Contact Address:
Telephone:
Email:

By: _____
Name: _____
Title: _____
Date: _____